

Activity Waiver Form

THIS ACTIVITY WAIVER FORM (this "Waiver") dated this _____ day of _____, _____.

IN CONSIDERATION of being allowed to ~~participate in the Activity~~ utilize the [insert name of the facility] and other good and valuable consideration, the receipt of which is hereby acknowledged, I _____ of _____ (the "Legal Guardian"), agree on behalf of _____ of _____ (the "Participant") with The Corporation of The Municipality of St.-Charles of 1 King St E, St.-Charles, ON P0M 2W0, Canada (the "Activity Provider") to the following:

1. DETAILS OF ACTIVITY

1. The Participant will be ~~participating in the following activity using the~~ Gym/Fitness Center and the equipment and facilities provided in the Center (the "Activity") provided by the Activity Provider. The Participant and the Legal Guardian on behalf of the Participant acknowledge that use of the Center and the equipment carries inherent risks of physical injury and possibly death.

2. CONSIDERATION

2. Being the lawful guardian of the Participant, and in consideration of the Participant being permitted to participate in the Activity, on behalf of the Participant the Legal Guardian releases and forever discharges the Activity Provider, its owners, directors, officers, employees, agents, assigns, legal representatives, and successors from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims, and demands for or by reason of any injury to person or property, including injury resulting in the death of the Participant, which has been or may be sustained as a consequence of the Participant's participation in the Activity, and not withstanding that such damage, loss, or injury may have been caused solely or partly by the negligence of the Activity Provider.
3. The Legal Guardian understands that the Participant would not be permitted to participate in the Activity unless the Legal Guardian signed this Waiver.

4. CONCURRENT RELEASE

- The Legal Guardian acknowledges that this Waiver is given with the express intention of effecting the extinguishment of certain obligations owed to the Participant by the Activity Provider, and with the intention of binding the Participant's heirs, executors, administrators, legal representatives, and assigns. [The Legal Guardian further expressly acknowledges that they are aware of all risks and are waiving all rights with full knowledge of said risks.](#)

5. FITNESS TO PARTICIPATE

- The Legal Guardian acknowledges to the Activity Provider that the Participant does not have any physical limitations, medical ailments, or physical or mental disabilities that would limit or prevent the Participant from participating in the Activity. If required, the Participant will obtain a medical examination and clearance. [The Legal Guardian further acknowledges that they are required to have full time supervision of the Participant while the Participant is using the Facility.](#)

6. FULL AND FINAL SETTLEMENT

- The Legal Guardian acknowledges and agrees with the Activity Provider that: (1) the Activity Provider has given the Legal Guardian sufficient time to carefully read this Waiver, (2) the Legal Guardian has been given the opportunity and has been encouraged to seek independent legal advice prior to signing this Waiver, (3) the Legal Guardian fully understands the risks and claims that the Participant is waiving to participate in the Activity, (4) the Legal Guardian is freely and voluntarily executing this Waiver, and (5) the Participant is forever prevented from suing or otherwise claiming against the Activity Provider for any property loss or personal injury that the Participant may sustain while participating in or preparing for the Activity.

7. GOVERNING LAW

- This Waiver will be governed by and construed in accordance with the laws of the Province of Ontario.

8. EMERGENCY CONTACT

- Name: _____
Phone: _____

IN WITNESS WHEREOF the Legal Guardian has duly affixed their signature on this _____ day of _____, _____.

_____ (Parent/Guardian)